

**MARLIN & SALTZMAN LLP**

Stanley D. Saltzman (SBN 90058)  
Adam M. Tamburelli (SBN 301902)  
Cody Kennedy (SBN 296061)  
29800 Agoura Road, Suite 210  
Agoura Hills, California 91301  
Telephone: (818) 991-8080  
Facsimile: (818) 991- 8081  
ssaltzman@marlinsaltzman.com  
atamburelli@marlinsaltzman.com  
ckennedy@marlinsaltzman.com

Attorneys for Plaintiffs and the Class

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

**ADMIR KOVACEVIC and ALEXA  
PARASHOS**, individually, and on behalf of  
all others similarly situated,

Plaintiffs,

vs.

**INTELLITIX, INC., INTELLIPAY, INC.,  
and DOES 1-10**, inclusive,

Defendants.

) Case No.:

) **CLASS ACTION COMPLAINT**

) **(1) VIOLATION OF CALIFORNIA'S GIFT  
CERTIFICATE LAW [CAL. CIVIL  
CODE § 1749.5, et seq.]**

) **(2) VIOLATION OF CALIFORNIA  
UNFAIR COMPETITION LAW  
[CAL. BUSINESS & PROFESSIONS  
CODE § 17200, et seq.]**

) **(3) MONEY HAD AND RECEIVED**

) **(4) UNJUST ENRICHMENT; and**

) **(5) VIOLATION OF NEW YORK  
GENERAL BUSINESS LAW § 349,  
et seq.**

) **JURY TRIAL DEMANDED**

1 Plaintiffs ADMIR KOVACEVIC and ALEXA PARASHOS (collectively, “Plaintiffs”),  
2 individually and on behalf of all others similarly situated, hereby bring this Class Action  
3 Complaint against Defendant INTELLITIX, INC. (“Intellitix”), INTELLIPAY, INC.  
4 (“Intellipay”), and DOES 1 through 10 (collectively, “Defendants”), and on information and  
5 belief allege as follows:

6 **NATURE OF THE ACTION**

7 1. Plaintiffs and similarly situated individuals attended music festivals and/or other  
8 events (collectively, “Festivals”) in California and New York. In order to purchase food,  
9 merchandise, and/or other goods or services at Festivals, consumers used Radiofrequency  
10 Identification (RFID) wristbands with a form of Festival-specific currency, such as “Bison  
11 Bucks” or “Birdie Bucks,” from Defendants that they loaded onto the RFID wristbands instead  
12 of cash, credit, debit, or other forms of payment.

13 2. Defendants advertise the RFID wristbands as a “digital wallet,” or a convenient  
14 cashless method to pay vendors for goods and/or services at events, including Festivals. They  
15 also promote their wristbands to Festival organizers and vendors as a way to reduce queues and  
16 increase “spend,” which is the amount of money that customers spend on goods and services at  
17 Festivals.

18 3. To purchase goods or services at Festivals, patrons load money onto the RFID  
19 wristband via credit card, debit card, cash, or other methods, and use the funds loaded onto the  
20 wristbands to purchase goods or services from vendors at Festivals generally by scanning their  
21 wristbands at the individual vendors’ scanners.

22 4. The named Plaintiffs herein loaded money onto their RFID wristbands and used  
23 the wristbands to purchase goods and/or services at Festivals. The money that they loaded onto  
24 their wristbands was converted to a Festival-specific currency. For example, at the Outside  
25 Lands festival attended by Plaintiff Parashos, money loaded onto her RFID wristband was  
26 converted to “Bison Bucks,” with each Bison Buck equal to approximately \$1.00. At the  
27 Mysteryland Festival attended by Plaintiff Kovacevic, money loaded onto his RFID wristband  
28 was converted to “Birdie Bucks,” with each Birdie Buck equal to approximately USD \$2.22.



**VENUE**

11. Venue is proper under 28 U.S.C. § 1391 because Defendants, at all material times, have had continuous and systematic contacts in this District by actively doing business and perpetuating the deceptive business practices that are the subject of this lawsuit in this District. In addition, a substantial part of the events or omissions giving rise to Plaintiff Parashos' claims occurred in this District.

**PARTIES**

12. Plaintiff Parashos is over the age of 18 and is a California resident. Within the statute of limitations periods applicable to each cause of action alleged herein, Plaintiff Parashos was, and is, a victim of Defendants' illegal business practices complained of herein, and has lost money and/or property as a result of those illegal practices.

13. Plaintiff Kovacevic is over the age of 18 and is a New York resident. Within the statute of limitations periods applicable to each cause of action alleged herein, Plaintiff Kovacevic was, and is, a victim of Defendants' illegal business practices complained of herein, and has lost money and/or property as a result of those illegal practices.

14. Defendant Intellitix is a Nevada corporation with its principal place of business in Denver, Colorado. On information and belief, Intellitix is a subsidiary of Intellitix Holdings Ltd., a business entity organized under the laws of Cyprus, with its headquarters in Montreal, Quebec, Canada. According to the Intellitix website ([www.intellitix.com](http://www.intellitix.com)), Intellitix "is the leading global provider of technology-driven solutions for festivals and live events" and provides RFID technology that delivers "world-class access control, cashless payment and brand amplification event solutions." Intellitix website boasts that its "technology platform has enhanced over 15 million guest experiences at live events around the world" and that the company is "growing rapidly" worldwide, including in the United States.

15. Defendant Intellipay is a Delaware corporation with its principal place of business located in Salt Lake City, Utah. Intellipay is Intellitix's proprietary cashless payment system. The Intellitix website boasts that Intellitix developed Intellipay, describing it as the "world's most secure cashless payment system for live events."



1 spent approximately \$50.00 at the Mysteryland USA Festival, leaving approximately \$50.00 in  
 2 unused funds. However, when he subsequently received a refund for his unused funds on or  
 3 about May 29, 2015, Mr. Kovacevic was charged a \$5.00 (or 2.25 Birdie Bucks) “online refund  
 4 fee” in connection with the processing of his refund. Mr. Kovacevic received an email from “no-  
 5 reply-mysteryland@pay.intellifest.com” confirming his refund transaction. On information and  
 6 belief, pay.intellifest.com is a web domain owned and operated by Defendants. When one tries to  
 7 access www.intellifest.com on the web, one is directed to the Intellitix website (intellitix.com).

8 20. On information and belief, the RFID wristbands cannot be used to make  
 9 purchases in any other manner than described above at Festivals, and the money on the  
 10 wristbands cannot be accessed outside of the Festival in connection with which the wristband  
 11 was issued.

12 21. Upon information and belief, Defendants continue to engage in the unlawful and  
 13 unfair practices alleged above.

14 22. Plaintiffs and the members of the Classes are likely to be injured by Defendants’  
 15 conduct in the future, as they are likely to attend Festivals in the future, and avoiding the use of  
 16 Defendants’ RFID wristbands to purchase food, beverages, merchandise, and other goods and  
 17 services at Festivals that utilize Defendants’ RFID wristband services will be impossible or  
 18 impractical.

### 19 **CLASS ALLEGATIONS**

20 23. Plaintiffs bring this action individually and as representatives of all those  
 21 similarly situated, on behalf of the below-defined Classes:

22 **California Class:** All persons in the State of California who loaded money  
 23 onto a RFID wristband provided, distributed, created, and/or operated by  
 24 Defendants in connection with a Festival or Festivals, and did not spend all  
 25 of the money that was loaded onto the wristband at the Festival(s), leaving  
 26 unused funds, and: (a) did not receive a refund of their unused funds and/or  
 27 (b) were charged a fee in connection with processing their refund, at any  
 28 time in the four years preceding the filing of this lawsuit.

1       **New York Class:** All persons in the State of New York who loaded money  
2       onto a RFID wristband provided, distributed, created, and/or operated by  
3       Defendants in connection with a Festival or Festivals and did not spend all  
4       of the money that was loaded onto the wristband at the Festival(s), leaving  
5       unused funds, and: (a) did not receive a refund of their unused funds and/or  
6       (b) were charged a fee in connection with processing their refund, at any  
7       time in the three years preceding the filing of this lawsuit.

8       Excluded from the Classes are Defendants and their affiliates, parents, subsidiaries, employees,  
9       officers, agents, and directors. Also excluded are any judicial officers presiding over this matter  
10      and the members of their immediate families and judicial staffs.

11      24.     This case is appropriate for class treatment because Plaintiffs can prove the  
12      elements of their claims on a classwide basis using the same evidence as would be used to prove  
13      those elements in individual actions alleging the same claims.

14      25.     **Numerosity:** The members of the Classes are so numerous that joinder of all  
15      members would be unfeasible and not practicable. The membership of the Classes are unknown  
16      to Plaintiffs at this time; however, it is estimated that the Classes number greater than one  
17      thousand (1,000) individuals as to each Class. The identity of such membership is readily  
18      ascertainable via inspection of Defendants' books and records or other approved methods.  
19      Similarly, Class members may be notified of the pendency of this action by mail, email, internet  
20      postings, and/or publication.

21      26.     **Common Questions of Law or Fact:** There are common questions of law and  
22      fact as to Plaintiffs and all other similarly situated persons, which predominate over questions  
23      affecting only individual Class members, including, without limitation:

- 24           a.   Whether Defendants provided, distributed, created, and/or operated the RFID  
25           wristbands at Festivals;
- 26           b.   Whether Defendants were required to refund Class members the unused funds  
27           that they loaded onto the RFID wristbands provided, distributed, created,  
28           and/or operated by Defendants;

- 1 c. Whether Defendants failed to refund Class members the unused funds that  
2 were loaded on to Class members' RFID wristbands;
- 3 d. Whether Defendants charged unlawful refund processing fees to Class  
4 members in order to access their own money that had been loaded onto RFID  
5 wristbands provided, distributed, created, and/or operated by Defendants;
- 6 e. Whether Defendants' RFID wristbands constitute gift certificates under  
7 California and/or New York law;
- 8 f. Whether Defendants' RFID wristbands effectively contained an expiration  
9 date because they could not be used outside of the specific Festival for which  
10 they were designated; and
- 11 g. Whether Defendants' actions, or inactions, violated the state consumer  
12 protection statutes invoked below.

13 27. **Predominance of Common Questions:** Common questions of law and fact  
14 predominate over questions that affect only individual members of the Classes. The common  
15 questions of law set forth above are numerous and substantial and stem from Defendants'  
16 practices applicable to each individual Class member. As such, these common questions  
17 predominate over individual questions concerning each individual Class member's showing as to  
18 his or her eligibility for recovery or as to the amount of his or her damages.

19 28. **Typicality:** Plaintiffs' claims are typical of the claims of the other members of the  
20 Classes because, among other things, Plaintiffs and all Class members were comparably injured  
21 through Defendants' misconduct described above. As alleged herein, Plaintiffs, like the members  
22 of the Classes, were deprived of monies that rightfully belonged to them, and/or were charged  
23 illegal fees by Defendants. Further, there are no defenses available to Defendants that are unique  
24 to Plaintiffs or to either Plaintiff.

25 29. **Adequacy of Representation:** Plaintiffs are adequate class representatives  
26 because they are fully prepared to take all necessary steps to represent fairly and adequately the  
27 interests of the members of the Classes, and because their interests do not conflict with the  
28 interests of other Class members they seek to represent. Moreover, Plaintiffs' attorneys are



1 ready, willing and able to fully and adequately represent Plaintiffs and the members of the  
2 Classes. Plaintiffs' attorneys are experienced in complex class action litigation, and they will  
3 prosecute this action vigorously. The Classes' interests will be fairly and adequately protected by  
4 Plaintiffs and their counsel, who are experienced class action lawyers.

5       30. **Superiority:** The nature of this action and the laws available to Plaintiffs and  
6 members of the Classes make the class action format a particularly efficient and appropriate  
7 procedure to redress the violations alleged herein. If each Class member were required to file an  
8 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they  
9 would be able to exploit and overwhelm the limited resources of each individual plaintiff with its  
10 vastly superior financial and legal resources. Moreover, the prosecution of separate actions by  
11 the individual Class members, even if possible, would create a substantial risk of inconsistent or  
12 varying verdicts or adjudications with respect to the individual Class members against  
13 Defendants; and which would establish potentially incompatible standards of conduct for  
14 Defendants; and/or legal determinations with respect to individual Class members which would,  
15 as a practical matter, be dispositive of the interest of the other Class members not parties to  
16 adjudications or which would substantially impair or impede the ability of the Class members to  
17 protect their interests. Further, the claims of the individual members of the Classes are not  
18 sufficiently large to warrant vigorous individual prosecution considering all of the concomitant  
19 costs and expenses attending thereto.

20       31. As such, the Classes identified in Paragraph 23 are maintainable as classes under  
21 Rule 23(a) and Rule 23(b)(1) and/or (b)(3).

22                                   **FIRST CAUSE OF ACTION**

23                   **VIOLATION OF CALIFORNIA GIFT CERTIFICATE LAW**

24                                   **[Cal. Civ. Code § 1749.45, *et seq.*]**

25       32. Plaintiffs re-allege and incorporate the foregoing paragraphs as though fully set  
26 forth herein.

27       33. Plaintiff Parashos brings this cause of action on behalf of herself and the  
28 California Class against Defendants.

34. Defendants' RFID wrist bands are gift certificates under Cal. Civ. Code §§ 1749.45, *et seq.*, as they are: (i) redeemable only at Festivals; (ii) contain a specified amount of funds; (iii) purchased on a prepaid basis in exchange for payment; (iv) honored upon presentation to purchase food, merchandise, and/or other goods or services at Festivals; and (v) transferrable for the purposes of purchasing food, merchandise, and/or other goods or services at Festivals.

35. By failing to refund Plaintiff Parashos and members of the California Class their unused funds, Defendants violated Cal. Civ. Code § 1749(b)(1).

36. By charging a refund processing fee to members of the California Class, Defendants violated Cal. Civ. Code § 1749(a)(2).

37. By implementing an effective expiration date in Defendants' RFID wristbands by permitting the RFID wristbands to be used only at the Festival at which they are acquired, Defendants violated Cal. Civ. Code § 1749(a)(1) to the detriment of the Plaintiff Parashos and the California Class.

38. As a direct and proximate result of Defendants' unlawful acts and conduct, Plaintiff Parashos and members of the California Class were deprived of the use of their money that was charged and collected by Defendants through the sale and/or use of RFID wristbands.

39. Plaintiff Parashos, on behalf of herself and the California Class, seeks compensatory damages, including actual and statutory damages, injunctive and declaratory relief, as well as reasonable attorneys' fees and the cost of this action, as a result of Defendants' violation of Cal. Civ. Code § 1749.45, *et seq.*

## **SECOND CAUSE OF ACTION**

### **VIOLATION OF CALIFORNIA UNFAIR COMPETITION LAW**

**[Cal. Bus. & Prof. Code § 17200, *et seq.*]**

40. Plaintiffs re-allege and incorporate the foregoing paragraphs as though fully set forth herein.

41. Plaintiff Parashos brings this cause of action on behalf of herself and the California Class against Defendants.

42. Plaintiff Parashos and the members of the California Class have standing to pursue a cause of action against Defendants for unfair and/or unlawful business acts or practices, because Plaintiff Parashos and members of the California Class have suffered an injury-in-fact and lost money as a result of Defendants' actions and/or omissions as set forth herein.

43. Defendants' actions as described herein constitute unfair competition within the meaning of Cal. Business & Professions Code § 17200, *et seq.*, in that Defendants have engaged in unlawful business practices by violating the California Gift Card Law, as alleged herein.

44. Defendants' actions described herein are also unlawful in that they impose an unconscionable forfeiture provision in the contract between Defendants and the members of the California Class in violation of Cal. Civil Code §§ 1670.5 and 1442.

45. Defendants' actions as described herein constitute unfair competition within the meaning of Cal. Business & Professions Code § 17200, *et seq.*, on the additional grounds that Defendants have unfairly failed to refund unused funds to Plaintiff Parashos and other consumers who had unused funds left over on their RFID wristbands, and/or have charged a fee for the refund of such funds.

46. Defendants' business practices, as detailed above, are unethical, oppressive, and unscrupulous, and they violate fundamental policies of California. Further, the adverse effects of such conduct outweigh any justifications for Defendants' wrongful conduct.

47. Defendants' actions have caused economic injury to Plaintiff Parashos and members of the California Class, in that they have either incurred a fee in order to access their own money that was loaded onto a RFID wristband, and/or they have not been provided any refund for unused fees left on their RFID wristband. Plaintiff Parashos and members of the California Class either would not have loaded money onto the RFID wristbands at all, would have loaded less money onto their RFID wristbands (to ensure that no funds would be left over), or would have otherwise ensured that no funds were left unused on their RFID wristbands, had they known that Defendants would charge a refund processing fee or would fail to provide any refund of unused funds at all.

///

1           48. Plaintiff Parashos and the members of the California Class could not have  
2 reasonably avoided the injury each of them suffered, as reasonable consumers had no way of  
3 knowing that their unused funds would be retained by Defendants, or that Defendants would  
4 charge a fee to refund their money.

5           49. Pursuant to Cal. Business & Professions Code § 17203, Plaintiff Parashos, on  
6 behalf of herself and members of the California Class, seeks an injunction enjoining Defendants  
7 from failing to refund unused funds and charging a refund processing fee, and to prevent  
8 Defendants from continuing to engage in unfair competition or any other act prohibited by law.

9           50. Plaintiff Parashos, on behalf of herself and members of the California Class, also  
10 seeks rescission and an order requiring Defendants to make full restitution and disgorgement of  
11 their ill-gotten gains of all money wrongfully obtained from members of the California Class as  
12 permitted by Cal. Business & Professions Code § 17203.

13           51. Plaintiff Parashos, on behalf of herself and members of the California Class, also  
14 seeks attorneys' fees pursuant to Cal. Code of Civil Procedure § 1021.5.

15                                   **THIRD CAUSE OF ACTION**

16                                   **MONEY HAD AND RECEIVED**

17           52. Plaintiffs re-allege and incorporate the foregoing paragraphs as though fully set  
18 forth herein.

19           53. Plaintiff Parashos brings this cause of action on behalf of herself and the  
20 California Class against Defendants.

21           54. Defendants received money from Plaintiff Parashos and the California Class that  
22 was intended to be used for the benefit of Plaintiff Parashos and the California Class.

23           55. Plaintiff Parashos and the California Class did not use all of the funds that they  
24 loaded onto their RFID wristbands, and therefore the money was not used for their benefit.

25           56. Defendants wrongly retained Plaintiff Parashos and the California Class' unused  
26 funds instead of refunding the full amount of their unused funds to them.

27           57. Plaintiff Parashos, on behalf of herself and members of the California Class, seeks  
28 restitution on all of the inequitable payments and profits Defendant retained from Plaintiffs and

1 the members of the Class in an amount subject to proof.

2 **FOURTH CAUSE OF ACTION**

3 **UNJUST ENRICHMENT**

4 58. Plaintiffs re-allege and incorporate the foregoing paragraphs as though fully set  
5 forth herein.

6 59. Plaintiffs bring this cause of action on behalf of themselves and both the  
7 California Class and New York Class against Defendants.

8 60. Plaintiffs and the members of the Classes conferred an economic benefit upon  
9 Defendants by loading funds onto RFID wristbands provided by Defendants, which were  
10 intended to be used for the benefit of Plaintiffs and members of the Classes.

11 61. Defendants had an appreciation or knowledge of the benefit conferred by  
12 Plaintiffs and the members of the Classes.

13 62. Defendants accepted and retained the economic benefit conferred by Plaintiffs  
14 and members of the Classes under circumstances as to make it inequitable for Defendants to  
15 retain the benefit without payment of its value, which includes, but is not limited to, the money  
16 Defendants failed to refund to Plaintiff Parashos and the members of the Classes and/or the  
17 refund processing fees charged to Plaintiff Kovacevic and the members of the Classes.

18 63. Plaintiffs and the members of the Classes request restitution, attorneys' fees, and  
19 the relief described below.

20 **FIFTH CAUSE OF ACTION**

21 **VIOLATION OF NEW YORK GENERAL BUSINESS LAW § 349**

22 64. Plaintiffs re-allege and incorporate the foregoing paragraphs as if fully set forth  
23 herein.

24 65. Plaintiff Kovacevic brings this cause of action on behalf of himself and the New  
25 York Class against Defendants.

26 66. Plaintiff Kovacevic and the New York Class have standing to pursue a cause of  
27 action for unfair and deceptive trade practices in violation of N.Y. General Business Law § 349,  
28 *et seq.*, because Plaintiff Kovacevic and members of the New York Class have suffered an

1 injury-in-fact and lost money as a result of Defendants' actions as set forth herein.

2       67. This cause of action is brought to on behalf of Plaintiff Kovacevic and the New  
3 York Class to secure redress for the unlawful, deceptive, and/or unfair trade practices  
4 perpetrated by Defendants and described herein.

5       68. Plaintiff Kovacevic and members of the New York Class are consumers of the  
6 products and services provided by Defendants.

7       69. Because Defendants' products and services are intended for use by the general  
8 public, and because Defendants' conduct affects similarly situated consumers and has a broad  
9 impact on consumers at large, Defendants are engaged in consumer-oriented conduct within the  
10 intended ambit of N.Y. General Business Law § 349.

11       70. The State of New York enacted N.Y. General Business Law § 349 to protect  
12 consumers from deceptive, fraudulent, and/or unconscionable trade and business practices such  
13 as those alleged herein.

14       71. Defendants' actions and/or omissions as described herein violated N.Y. General  
15 Business Law § 349, which declares as unlawful "deceptive acts or practices in the conduct of  
16 any business, trade, or commerce or in the furnishing of any service in this state."

17       72. Specifically, Defendants charged Plaintiff Kovacevic and members of the New  
18 York Class a refund processing fee if they wished to recoup any funds left over on their  
19 wristbands at the end of a Festival, and/or failed to provide any refund to Festival attendees for  
20 their unused funds.

21       73. Additionally, Defendants' conduct alleged herein is misleading and deceptive  
22 because it violates N.Y. General Business Law § 396-i(3). Specifically, the RFID wristbands  
23 provided by Defendants constitute "gift certificates" under the N.Y. General Business Law §  
24 396-i(1), and the terms and conditions thereof, including policies related to refunds, were not  
25 conspicuously printed on the RFID wristband, its packaging, or an accompanying printed  
26 document.

27       74. Furthermore, Defendants engaged in materially misleading and deceptive acts  
28 and practices by providing and continuing to provide its wristband service to the consuming

1 public while engaging in the deceptive, unconscionable, unfair, fraudulent and misleading  
2 commercial practices described above. Defendants' objectively deceptive conduct had the  
3 capacity to deceive reasonable consumers under the circumstances. Defendants' deceptive and  
4 misleading actions and omissions as set forth herein have caused and continue to cause injury to  
5 Plaintiff Kovacevic and the members of the New York Class.

6 75. Defendants' practices and course of conduct in providing the RFID wristband  
7 service to consumers are likely to mislead a reasonable consumer acting reasonably under the  
8 circumstances to his or her detriment. Like Plaintiff Kovacevic, members of the New York  
9 Class either would not have loaded money onto the RFID wristbands at all, would have loaded  
10 less money onto their RFID wristbands (to ensure that no funds would be left over), or would  
11 have otherwise ensured that no funds were left unused on their RFID wristbands at the end of  
12 the Festival, had they known that Defendants would charge a refund processing fee or would  
13 not refund their money.

14 76. As a direct and proximate result of Defendants' violations of N.Y. General  
15 Business Law § 349, Plaintiff Kovacevic and members of the New York Class have suffered  
16 and continue to suffer damages.

17 77. Plaintiff Kovacevic and members of the New York Class were deceived by  
18 Defendants' actions described above.

19 78. As a result of the foregoing wrongful conduct of Defendants, Plaintiff Kovacevic  
20 and members of the New York Class have been damaged in an amount to be proven at trial, and  
21 seek all just and proper remedies, including but not limited to: actual damages or \$50.00,  
22 whichever is greater; treble damages up to \$1,000.00; reasonable attorneys' fees and costs; an  
23 order enjoining Defendants' deceptive and unfair conduct; and all other just and appropriate  
24 relief available under N.Y. General Business Law § 349.

25 **PRAYER**

26 WHEREFORE, Plaintiffs pray for judgment for themselves and for all others on whose  
27 behalf this suit is brought against Defendants, jointly and severally, as follows:

- 28 1. For an order certifying the proposed Classes;

2. For an order appointing Plaintiffs as representatives of the Classes;
3. For an order appointing Counsel for Plaintiffs as Counsel for the Classes;
4. Upon the First Cause of Action, for compensatory damages, including actual and statutory damages, injunctive and declaratory relief, as well as reasonable attorneys' fees and the cost of this action;
5. Upon the Second Cause of Action, for injunctive relief, rescission, restitution, disgorgement of Intellitix's ill-gotten gains of all money wrongfully obtained from Plaintiff and members of the California Class, as well as attorneys' fees pursuant to Cal. Code of Civil Procedure § 1021.5;
6. Upon the Third and Fourth Causes of action, for restitution;
7. Upon the First, Second, Third, and Fourth, Causes of Action, for prejudgment interest on all damages pursuant to Cal. Civil Code §§3287 and 3289;
8. Upon the Fifth Cause of Action, for actual damages or \$50.00, whichever is greater, treble damages up to \$1,000.00, reasonable attorneys' fees and costs, an order enjoining Defendants' deceptive and unfair conduct, and all other just and appropriate relief available under N.Y. General Business Law § 349 on behalf of Plaintiff Kovacevic and the members of the New York Class; and
9. Upon all causes of action, such other and further relief the Court may deem just and proper.

Dated: July 7, 2017

**MARLIN & SALTZMAN, LLP**

By: s/ Adam M. Tamburelli  
Stanley D. Saltzman, Esq.  
Adam M. Tamburelli, Esq.  
Cody R. Kennedy, Esq.  
Attorneys for Plaintiffs



**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a trial by jury with respect to all issues triable by jury.

Dated: July 7, 2017

**MARLIN & SALTZMAN, LLP**

By: s/ Adam M. Tamburelli  
Stanley D. Saltzman, Esq.  
Adam M. Tamburelli, Esq.  
Cody R. Kennedy, Esq.  
Attorneys for Plaintiffs